

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF OREGON

In re ) Case No. \_\_\_\_\_  
**Robert Joseph McCullough, Jr.** )  
**Carla Jeanne McCullough** )  
) [ONLY FOR CHAPTER 13 CASES]  
) DEBTOR'S ATTORNEY'S DISCLOSURE  
) OF COMPENSATION AND ANY  
) EMPLOYMENT AGREEMENT, AND  
) APPLICATION FOR COMPENSATION,  
Debtor(s) ) UNDER 11 USC §329 AND FRBP 2016(b)

Debtor's attorney discloses compensation paid or to be paid in the above referenced case. Debtor and debtor's attorney have agreed to attorney compensation, and ☒ have ☐ have not entered into an employment agreement. **A copy of the employment agreement, if any, is attached hereto.**

The applicable schedule for the fee agreement between debtor and debtor's attorney is indicated below. If Schedule 1 or Schedule 2 is selected, debtor(s), acting by and through the undersigned counsel, apply to the court for an order authorizing the compensation specialized therein.

☐ **SCHEDULE 1:** The total fee request is \$\_\_\_ (\$4,750 maximum). This amount represents all fees for the entire life of the case except for appeals or any adversary proceeding. Debtor has agreed to pay fees of \$\_\_\_ (\$4,750 maximum) and expenses of \$\_\_\_ for a total of \_\_\_

☐ Debtor ☐ (specify) \_\_\_ has paid \$\_\_\_, leaving \$\_\_\_ to be paid through the plan.

☒ **SCHEDULE 2:** Regarding all services rendered through confirmation of the plan plus the initial audit of claims, debtor and debtor's attorney have agreed upon:

☐ (a) ☐ (a) a flat fee (i.e., requiring no itemization) of \$\_\_\_ (\$3,450 maximum). Debtor and debtor's attorney have agreed that post-confirmation services (after the initial audit of claims) will be charged as specified in the attached agreement, or, if there is no written agreement, as follows:

☒ (b) an estimated total fee of \$ **5,000.00** and expenses of \$ **331.00**. Time records be kept for all work performed both "pre" and "post" petition. Such records may be requested by the court at any time, and must show the time and rate applied to each service rendered. If the estimated fee is \$3,450, an itemized statement showing the time and hourly rate applied to each service rendered must be filed with the court not less than one week prior to the final confirmation hearing.

☒ Debtor ☐ (specify) \_\_\_ has paid \$ **4,831.00**, leaving \$ **500.00** to be paid through the plan.

Debtor and debtor's attorney have agreed that post-confirmation services (after the initial audit of claims) will be charged as specified in the attached agreement or, if there is no written agreement, as follows:

☐ **SCHEDULE 3:** [COMPLETE ONLY IF CURRENT ATTORNEY WAS RETAINED AFTER CONFIRMATION OF A PLAN.] Debtor and debtor's attorney have agreed to the fee arrangements as follows:

☐ Debtor ☐ (specify) \_\_\_ has paid \$\_\_\_, leaving \$\_\_\_ to be paid through the plan.

[If the services specified in a previously submitted Schedule 1 or Schedule 2 (through confirmation and the initial audit of claims) were not completed] The debtor, the debtor's former attorney, and the debtor's current attorney have agreed to the following with respect to the former attorney's fees and will apply for any necessary court order for approval:

**IMPORTANT:**

1. No additional compensation requests will be granted if SCHEDULE 1 is selected, or after a final application is filed if SCHEDULE 2 or SCHEDULE 3 is selected.
2. Supplemental applications for compensation: (a) may only be filed if SCHEDULE 2 or SCHEDULE 3 is selected; (b) will not

be considered unless the application is clearly marked as a final compensation application, or unless the supplemental compensation requested is more than \$500 and at least 6 months have expired since the filing of the case or since the filing of any earlier application; and (c) must be filed using LBF #1307, including an itemization of all services previously performed for which no previous itemization and application has been filed.

I certify there is no agreement to share compensation with any other person, except with a regular member, partner, or associate of my attorney firm, except as follows (provide details): \_\_\_\_.

I further certify that on 5/31/13 a copy of this document was served on the debtor(s) and trustee.

DATED: 5/31/13

/s/ E Clarke Balcom

**E Clarke Balcom**

Debtor's Attorney

## Clarke Balcom Law

1312 SW 16<sup>th</sup> Ave, 2<sup>nd</sup> Floor, Portland, OR 97201

Phone: (503) 224-5950 • Fax: (503) 467-4669

## Fees for Chapter 13 Bankruptcy

THIS AGREEMENT is made this 9<sup>th</sup> day of October, 2012, between  
Robert & Carla McCullough, hereinafter referred to as "Client," and  
 Clarke Balcom Law, hereinafter referred to as "Attorney."

☒ individual bankruptcy☐ self employed or business ownership☒ joint bankruptcy☒ pending foreclosure ☒ mortgage disputeEstimated Attorney fee5,000

Court filing fee

281

Online Credit Report(s)

50

} Costs

Total estimated fees

5,331

Amount needed to start

3,500

Amount needed to file

3,500

+ Costs

These fees cover:

- 1) Meetings between Attorney and Client; bankruptcy planning and advice;
- 2) Preparation of Chapter 13 Bankruptcy Petition, Plan, Schedules, Statement of Financial Affairs, and other necessary documents;
- 3) Filing documents with US Bankruptcy Court;
- 4) Representation at the 341(a) Hearing with the Bankruptcy Trustee;
- 5) Representation at the Confirmation Hearing in the Bankruptcy Court

All attorney fees are based on hourly charges. Quoted fees are estimates only. Actual fees may be greater or lesser than this estimate. Additional charges are typically paid through the Chapter 13 Plan that our office prepares and files with the court. To that end we may submit applications for supplemental fees if work is required beyond our initial estimate. In some cases, as outlined below, we may require additional fees prior to filing your case with the Court. Fees are considered earned at time of receipt.

If you have retained us to file a bankruptcy for you and we have not done so within 90 days of being retained by you because: a) you have failed to provide us with all the information necessary to prepare and file your case, b) you have failed to make payments to us as agreed, or c) you have been advised to wait because of legal issues that would have an adverse effect on your case, we may, at our discretion, increase our estimated fees, and collect additional money from you prior to filing your case.

If we prepare your case for filing but you ask us to delay filing due to a changed foreclosure or loan modification status, we may agree to do so, but we may also require additional fees paid prior to filing, or in some cases, prior to performing any additional work on your behalf. Also, if the preparation of your case is extremely time intensive because of issues you request us to address, and actual fees earned are far in excess of estimated fees, we may at our discretion require additional sums from you prior to performing any additional work on your behalf.

Clarke Balcom

Attorney

DATED: 9 October, 2012Carla J. McCullough

Client

DATED: Oct 9, 2012Robert J. McCullough

Client

DATED: 10-9, 2012



Clarke Balcom Law  
1312 SW 16<sup>th</sup> Ave, 2<sup>nd</sup> Floor, Portland, OR 97201  
Phone: (503) 224-5950 • Fax: (503) 467-4669

**RETAINER AGREEMENT**  
for Legal Counsel and Representation

THIS AGREEMENT is made this 9<sup>th</sup> day of October, 2012,  
between Robert & Carla McCullough, hereinafter referred to as "Client," and  
Clarke Balcom Law, hereinafter referred to as "Attorney":

1. Client agrees to employ Attorney for representation in legal matters in connection with:  
Bankruptcy
2. Attorney has consented to accept such employment and agrees to render the services required of him as Attorney by this agreement on the terms and conditions herein stated.
3. Client shall be solely responsible for the fee for legal services and shall be billed at the ordinary and customary rate of \$275 to \$325 per hour for attorney time, and \$130 to \$160 per hour for paralegal time, plus any expenses and costs incurred on Client's behalf (except for services or costs covered by a flat fee or contingency arrangement). Matters taken on a rush or emergency or contingency basis are subject to an additional 50% fee in addition to the ordinary and customary fee. These fees are subject to change upon notice. To the extent that Client is unable to pay any legal fees in advance, such fees will be paid out of any judgments, settlements, real or personal property sales, refinance, or other.  
  
If Attorney initials this line \_\_\_\_\_, Attorney agrees to take this case on a deferred fee basis. In such case, attorney fees are to be paid when the matter is resolved by settlement, judgment, dismissal, or withdrawal or discharge of Attorney. Costs are to be paid or reimbursed by Client either directly or from awards or settlement.
4. Attorney will apply any retainer to fees earned, costs, and expenses incurred on Client's behalf. Attorney will provide Client with a statement of fees, costs, and expenses. Client is responsible for paying all fees, costs, and expenses in excess of retainer. Attorney may deposit checks made out to Client and may apply funds received on behalf of Client to any owed fees, costs, and expenses. Travel, postage, copies, and such expenses are charged at the normal amounts per court rules or IRS standards. Client irrevocably assigns to Attorney all attorney fees awarded by a court or by settlement.
5. Attorney reserves the right to withdraw from further representation of Client at any time on reasonable written notice to Client at Client's last known mailing address. If Client refuses to follow directions, or factually misrepresents information, Attorney shall withdraw from case on an immediate basis and inform Client of same. If Attorney withdraws, Attorney shall refund to Client any part of retainer that has not been earned by Attorney.
6. Attorney may appoint another attorney to assist in work for Client. Client agrees that an assisting attorney can review Client's file and do work on Client's behalf to protect Client's rights and can also assist with the closure of Attorney's law practice in the event of Attorney's death, disability, impairment, or incapacity.
7. Attorney will send Client information and correspondence as appropriate. These copies will be Client's file copies. Attorney will also keep the information in Attorney's file. When Attorney has completed all the legal work necessary for Client's case, Attorney will close Attorney's file and return original documents to Client at Client's request. Attorney will then store the file for approximately 10 years. Attorney will destroy the file after that period of time.
8. Client acknowledges reading a copy of this Agreement and consents to its terms.

Clarke Balcom  
Attorney  
for Clarke Balcom Law

9 October 2012  
Date

Robert McCullough  
[Client]

10-9-2012  
Date

Carla McCullough  
[Client]

10-9-2012  
Date